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RECORDATION REQUESTED BY:

Union Planters Bank NA
North Mississippi Commercial -Tupelo
112 E Bankhead
New Albany, MS 38652

STATE MS.-DESOTO CO.
FILED

DEC 29 1 07 PM '03

WHEN RECORDED MAIL TO:

Union Planters Bank, National Association
565 Marriott Drive
Nashville, TN 37214

BK 1897 PG 60
CH. CLK.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by

LENDER
Union Planters Bank NA
112 E Bankhead
New Albany, MS 38652

NOTE TO CHANCERY CLERK:

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 20, 2003, is made and executed between RP OF DESOTO, INC., whose address is 6058 HIGHWAY 305 NORTH, OLIVE BRANCH, MS 38654 ("Grantor") and Union Planters Bank NA, North Mississippi Commercial -Tupelo, 112 E Bankhead, New Albany, MS 38652 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 8, 2001 (the "Deed of Trust") which has been recorded in DE SOTO County, State of Mississippi, as follows:

A prior Deed of Trust on real estate located at 6508 Hwy 305 Olive Branch, MS 38654; Record in Book 1366 Pg 98-106 in Desoto County on August 8, 2001 at 3:15 pm.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DE SOTO County, State of Mississippi:

See ATTACHED EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as, 6058 HIGHWAY 305 NORTH, OLIVE BRANCH, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extended maturity date to 11/15/2006

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 20, 2003.

GRANTOR:

RP OF DESOTO, INC.

By: [Signature]
RC PUROHIT, PRESIDENT of RP OF DESOTO, INC.

By: [Signature]
REENA PAREEK, SECRETARY of RP OF DESOTO, INC.

By: [Signature]
VINOD PAREEK, VICE PRESIDENT of RP OF DESOTO, INC.

LENDER:

X [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

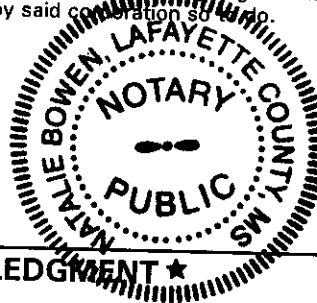
STATE OF Mississippi)
COUNTY OF DeSoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of November, 20 03, within my jurisdiction, the within named RC PUROHIT, PRESIDENT; VINOD PAREEK, VICE PRESIDENT; REENA PAREEK, SECRETARY OF RP OF DESOTO, INC., a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Natalie Breen
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 16, 2007
BONDED THRU STEGALL NOTARY SERVICE



LENDER ACKNOWLEDGMENT

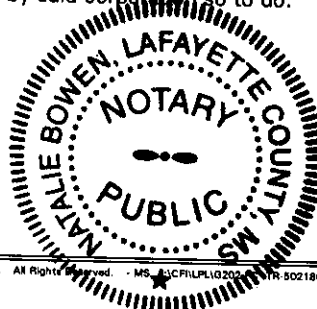
STATE OF Mississippi)
COUNTY OF DeSoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of November, 20 03, within my jurisdiction, the within named Keith A. Buck a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Natalie Breen
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 16, 2007
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LOT 1, HIGHWAY 305 COMMERCIAL SUBDIVISION IN SECTION 34,
TOWNSHIP 1 SOUTH, RANGE 6 WEST AS RECORDED IN PLAT BOOK 73 AT
PAGE 5 OF THE LAND RECORDS OF DESOTO COUNTY, MISSISSIPPI.

Lot 1, Highway 305 Commercial Subdivision is also known as a 1.06, more or less, acre tract of land located in part of the southwest quarter of the southwest quarter of Section 34, Township 1 South, Range 6 West, Olive Branch, Desoto County, Mississippi as is further described as follows:

Beginning at a concrete right of way monument found as per Deed Book 223, Page 87; thence north 01 degrees 48 minutes 10 seconds west 199.21 feet along the east right of way line of Highway #302 to a iron pin found on said right of way line; thence north 86 degrees 32 minutes 23 east 196.04 feet along the south line of a ingress egress easement (as per Deed Book 135, Page 377) to a iron pin found at a southwest corner of the Olive Branch Church of Christ tract; thence along the west line of said tract south 02 degrees 07 minutes 18 seconds east 269.18 feet to a concrete right of way marker found on the north line of East Sandidge Road; thence along the north line of said road north 73 degrees 46 minutes 05 seconds west 207.66 feet to the point of beginning, containing 1.06, more or less acres (46,046, more or less, square feet) of land being subject to all codes, regulations, revisions, easements, subdivision covenants, and rights of way of record.

INDEXING INSTRUCTIONS (please index in both):

1. Lot 1, Highway 305 Commercial Subdivision in Section 34, Township 1 South, Range 6 West as recorded in Plat Book 73 at Page 5 of the land records of DeSoto County, Mississippi.
2. SW/4 of Section 34, Township 1 South, Range 6 West DeSoto County, Mississippi